


Prepared by and Return to:

 Kelly Hagan Smith, MSB#99238
AUSTIN LAW FIRM, P.A.
6928 Cobblestone Drive, Suite 100
Southaven, MS 38672

S04-08-0204

**SUBORDINATION AGREEMENT
OF DEED OF TRUST AS TO FUTURE ADVANCES, RENEWALS AND EXTENSIONS**

KNOWN ALL MEN BY THESE PRESENTS THAT:

BankPlus is the present legal holder and owner of the certain Deed of Trust dated April 16th, 2008 executed by **OhmKisna Hospitality Group, LLC, a Mississippi limited liability company**, as Mortgagor, to BankPlus as Mortgagee, recorded in Trust Deed Book, 2887 Page 226 in the Office of the Chancery Clerk of DeSoto County, Mississippi securing the principal indebtedness of \$4,480,000.00 hereinafter referred to as "First Deed of Trust" and Krishna Hotels Group, LLC is the present legal holder and owner of the certain Deed of Trust dated April 18th, 2008 executed by OhmKisna Hospitality Group, LLC, as Mortgagor to Krishna Hotels Group, LLC as Mortgagee recorded in Trust Deed Book, 2892 Page 117 in the office of the Chancery Clerk of DeSoto County, Mississippi securing the principal indebtedness of \$300,000.00 hereinafter referred to as "Second Deed of Trust" with both Deeds of Trust concerning the real property in DeSoto County, Mississippi, described as follows:

See attached Exhibit "A"

For and in consideration of the sum of Ten Dollars and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KRISHNA HOTELS GROUP, LLC, an Indiana limited liability company, beneficiary of the Second Deed of Trust, does hereby waive any priority of the lien of said Second Deed of Trust insofar as the First Deed of Trust is concerned which may now exist or later be construed to exist by virtue of renewals, extensions, refinances or otherwise by BankPlus and OhmKisna Hospitality Group, LLC to said First Deed of Trust, whether clearly noted on the documentation or not and regardless of the date of recording or notice of any such subsequent documentation. This waiver shall include, without limitation, a waiver as to the priority of the Second Deed of Trust as to any and all future advances, extensions, renewals, modifications and any and all other actions or documentation which BankPlus deems necessary to effectuate the intents, purposes, protection and priority of any and all of the Loans by and between BankPlus and OhmKisna Hospitality Group, LLC and/or any Guarantors.

The undersigned, Krishna Hotels Group, LLC hereby consents and acknowledges that the lien of the Second Deed of Trust, be taken always as second and inferior to the First Deed of Trust and any future Deeds of Trust or other security instruments by and between OhmKisna Hospitality Group, LLC and BankPlus.

WITNESS the hand of the duly authorized representative of Krishna Hotels Grup, LLC, this 18TH day of April 2008.

KRISHNA HOTELS GROUP, LLC

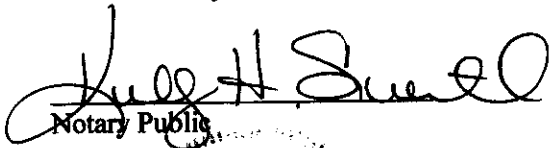
BY: Babubhai A. Patel.
BABUBHAI A. PATEL, MEMBER

BY: Alpesh B. Patel
ALPESH B. PATEL, MEMBER

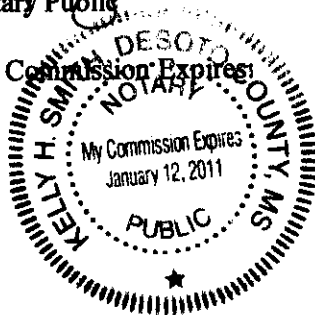
STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority at law in and for said State and County, duly commissioned and qualified Babubhai A. Patel and Alpesh B. Patel, who, upon oath, acknowledged themselves to be the Members of the within named Krishna Hotels Group, LLC, a limited liability company, and that they executed the foregoing instrument for the purpose therein contained as the act and deed of said entity and after first being duly authorized so to do.

WITNESS my hand and Notarial Seal at office the day and year above written.


Notary Public

My Commission Expires



Lot 2, Patel's 2 Lot Commercial Subdivision, located in Section 29, Township 1 South, Range 6 West, DeSoto County, Mississippi, as recorded in Plat Book 101, Page 3, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Exhibit "A"

(S04-08-0204.PFD/S04-08-0204/21)
